

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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DOWGE INTERNATIONAL DEVELOPMENT, LTD.,

Plaintiff,

-v-

LOUISE PARIS, LTD. d/b/a ME JANE,

Defendant.

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22 Civ. 7880 (JPC) (RFT)

ORDER

JOHN P. CRONAN, United States District Judge:

On July 25, 2024, Plaintiff Dowge International Development, Ltd. moved for a default judgment against Defendant Louise Paris, Ltd. d/b/a Me Jane. Dkts. 69, 70 (“Motion”). In its Motion, Plaintiff states that the total balance of the fifty-two invoices it delivered to Defendant is \$2,972,253.96. Motion at 6-7. Plaintiff’s Motion further states that “Defendant has made several minimal payments in a total of \$65,555.56” and therefore continues to owe \$2,906,698.40 on the invoices. *Id.* at 14. And regarding pre-judgment interest, Plaintiff requests interest pursuant to N.Y. C.P.L.R. § 5004 starting on November 4, 2021, which Plaintiff states is “15 days (the grace period dictated in the invoices) from the most recent invoice involved in this case.” *Id.* at 15.

After having reviewed Plaintiff’s submissions in support of its Motion, the Court orders Plaintiff to file with the Court a supplemental memorandum, supported if needed by further affidavits and documents, addressing the following issues:

1. Whether the “total” amount of the invoices stated as \$2,972,253.96 in Exhibit B to the Declaration of Chuyin Qian, Dkt. 71, Exh. B at 4, is an accurate sum of the line items listed in Exhibit B and the amounts reflected on the invoices in Exhibit A.
2. Whether certain of the invoices provided in Exhibit A that are addressed to entities


other than Louise Paris, Ltd. itself are attributable to Defendant. *See, e.g.*, Dkt. 71, Exh. A at 45 (invoice addressed to “TJX Australia Pty Limited”); *id.* at 46 (invoice addressed to “Winners Merchants International”).

3. Whether Plaintiff’s claimed damages should be offset by Defendant’s payment of \$101,000.28 on June 1, 2022, *see* Dkt. 4 ¶ 25, and by the \$110,000 payment referred to in Plaintiff’s letter dated May 21, 2024, *see* Dkt. 53.
4. Whether Plaintiff’s request that pre-judgment interest begin to run from November 4, 2021, a date after the most recent invoice at issue, complies with N.Y. C.P.L.R. § 5001(b)’s requirement that “[w]here [] damages were incurred at various times, interest shall be computed upon each item from the date it was incurred or upon all of the damages from a single reasonable intermediate date.”
5. Whether Plaintiff’s account stated claim is duplicative of its breach of contract claim. *See, e.g., Pro. Merch. Advance Cap., LLC v. C Care Servs., LLC*, No. 13 Civ. 6562 (RJS), 2015 WL 4392081, at *6 (S.D.N.Y. July 15, 2015).

Plaintiff shall file its supplemental memorandum and any supporting materials on or before October 7, 2024

SO ORDERED.

Dated: October 3, 2024
New York, New York



JOHN P. CRONAN
United States District Judge